

REQUEST FOR QUOTATION
EDD392953 Internet Filtering and Reporting Solution

If the vendor fails to identify any costs that are required to meet the terms, requirements and conditions of this Quotation, it shall be the responsibility of the successful vendor to pay those costs and such costs will not be passed on to the WVDE or the State of West Virginia.

Pricing must be stated on the basis of one-year contracts.

The actual number of licenses purchased may vary from year to year. The quantities of computers and users listed on the Cost Worksheets are estimates only. The actual quantity to be purchased will be specified in a purchase order release.

Filtering licensing prices must be quoted based on the number of users filtered annually so that the WVDE can determine the basis of the pricing submitted in the quote.

Software updates/upgrades and technical support must be priced on an annual basis and this item is reflected as such on the cost page.

The vendor is responsible for any costs due to product end of life that will require replacement or upgrading of the vendor provided software or hardware during the term of the contract.

CONTRACT AWARD:

06/13/13 02:27:55 PM

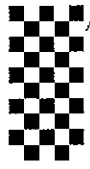
West Virginia Purchasing Division

Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The Unit Cost per each item listed on the Pricing Page shall remain firm for the life of the contract.

Pricing Pages: Vendor should complete the Pricing Pages and All Quotes shall be all inclusive. No separate reimbursements will be made for travel, freight, or any other expense.

The Contract shall be awarded to the responsible Vendor with the lowest grand total costs to provide a complete Internet filtering solution, including software, filtering updates, licensing, technical support and maintenance according to the specifications. As previously explained, the vendor must also include servers in the bid if the filtering solution cannot meet the requirements of this RFQ when installed on the WVDE equipment identified in Section I - Current Environment.

The contract shall be for a period of one year with the potential for two (2) one year renewals. The actual number of licenses purchased each year will be based on a count of end users, provided by the WVDE, on the date of the annual contract renewal(s). Contract renewals for



BID RECEIVED LATE
Buyer Corni Doward
Witness [Signature]
DISQUALIFIED

REQUEST FOR QUOTATION
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years two and three shall include software license fees, filtering updates, technical support and maintenance, and may also include any additional item(s) listed in the vendor response meeting specifications.

- 1.1 Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. Additional information can be found on the Pricing Pages.

The Pricing Pages contain a list of the Contract Items. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Connie.S.Oswald@wv.gov

2. ORDERING AND PAYMENT:

- 2.1 **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 2.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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3. MISCELLANEOUS:

- 3.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 3.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 3.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 3.4 Cancellation:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and /or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

The vendor shall not knowingly make or submit false material statements or information. If false or fraudulent information is provided, the awarded contract shall be cancelled and awarded to the next lowest bidder meeting specifications.

- 3.5 Renewals:** This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one year periods.
- 3.6 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Anthony Lange
Telephone Number: (916) 295-1583
Fax Number: (916) 877-1076
Email Address: alange@go-evolve.com

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Pricing Page

Exhibit "A"

Item	Vendor Description	Quantity	Unit Cost	Total Cost
Annual software cost for Filtering Servers.* Vendor to specify quantity	T.B.D. after further integration discussions			
Annual software cost for Reporting Servers.* Vendor to specify quantity	T.B.D. after further integration discussions			
Annual License for filtering of client computers on K-12 network.	WebSense Web Security	280,000	\$.84	\$235,200.00
Annual License for mobile computers. (see note 1 below.)	WebSense Remote Filtering.	10,000	\$.30	\$3,000.00
Technical support and upgrades/updates for filtering solution	WebSense Standard Support	1 year	Included	Included
One Day onsite training, 6 hours. Charleston WV (see note 2 below)	Onsite training from WebSense certified Trainer	1 day	\$2,000.00	\$2,000.00
Onsite installation, Charleston and Morgantown, WV (see note 2 below)	Assumptions: All hardware and operating system setup and configuration is not included. All networking prerequisites have been met.	4 days 4 weeks	\$185.00 per hour	\$29,600.00
Filtering Servers (if required)* Vendor is to specify quantity	T.B.D. after further integration discussions			
Reporting Servers (if required)* Vendor is to specify quantity	T.B.D. after further integration discussions			
Other Hardware (if required)* Vendor is to specify quantity	T.B.D. after further integration discussions			
Hourly rate for custom system modifications	Same Assumptions as onsite install.	20 hours 4 weeks	\$185.00 per hour	\$29,600.00
Grand Total				\$299,400.00

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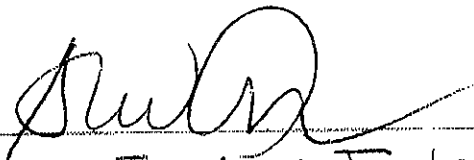
Note 1: A mobile computer requires special client software that will force the computer to be filtered even when it is disconnected from the K-12 network and connected to any other network which provides Internet access. If there is no price difference for mobile computers, enter the same unit cost as for computers on the K-12 network.

Note 2: Costs for training and installation, configuration and testing **must** be inclusive of all incidental costs. Travel expenses, training materials and other reimbursable expenses will not be paid separately. The distance between Charleston and Morgantown WV is approximately 180 miles.

Item Pricing:

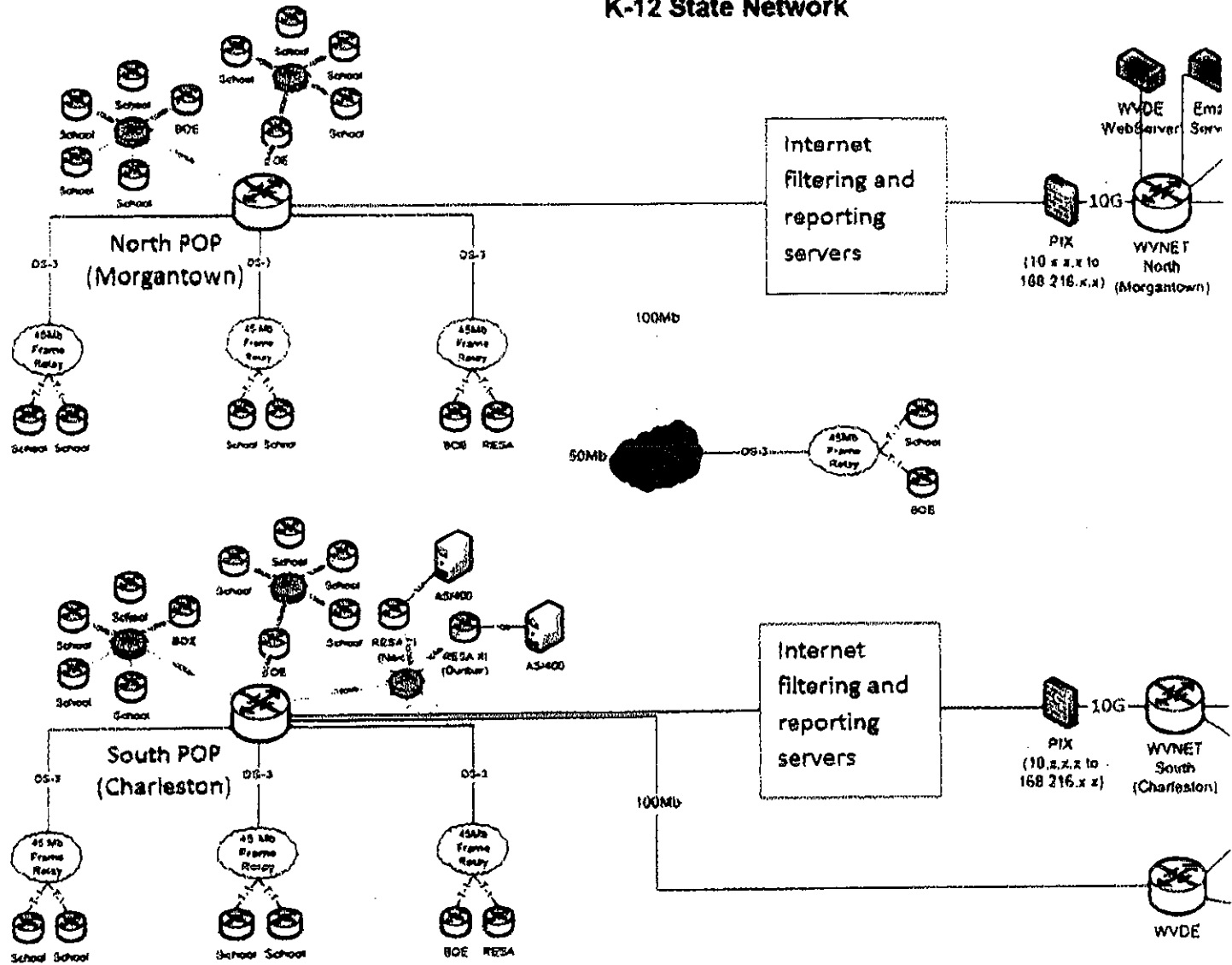
This worksheet is for vendors to identify items, quantities and provide prices. The vendor should indicate "No Cost" or "N/A" in the appropriate cells or blanks of the cost worksheet for which there are no separate or applicable costs. Any cost area that is left blank will be assumed to be "No Cost." The vendor may add notes to explain or clarify the bid.

* Vendor is encouraged to provide unit pricing for each of these items. However, it shall be the responsibility of the vendor to determine sufficient quantities needed for the scope of work outlined in the RFQ. For example, the quantity of servers needed to provide coverage for the WVDE's network may be set at one for vendor A, but be determined to be 5 by vendor B, due to design efficiencies.

Signature:  Date: 6/12/13
Company Name: Evolve Technology Group
Address: 233 Technology Way #4, Rocklin, GA 01576
Phone: (916) 295-1563
Fax: (916) 577-1076
Email: SCOROVER@GO-EVOLVE.COM

Attachment A

West Virginia Department of Education K-12 State Network



AGREEMENT ADDENDUM FOR SOFTWARE

WV-96A
Rev 12/12

In the event of conflict between this addendum and the agreement, this addendum shall control

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Evolve Technology Group

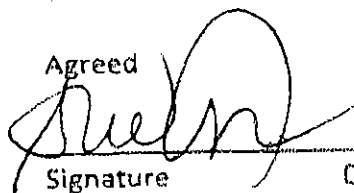
Signed: [Signature]

Title: Director of Sales

Date: 6/12/13

Attachment
PO# EDD392953

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed
 6/12/13
Signature Date

Signature Date

Director of Sales
Title

Title

Evolve Technology Group
Company Name

Agency/Division

RAV 07/12

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code, §5A-3-37* (Does not apply to construction contracts). *West Virginia Code, §5A-3-37*, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification, or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard. If, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code, §61-3-3*), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Evolve Technology Group

Signed: [Signature]

Date: 6/12/13

Title: Director of Sales

RFQ No EDD392953

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"**Debt**" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"**Employer default**" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"**Related party**" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: EVOLVE TECHNOLOGY GROUP
Authorized Signature: [Signature] Date: 6/12/13

State of CA
County of Placer to-wit.

Taken, subscribed, and sworn to before me this 12 day of June, 2013.
My Commission expires Nov 29, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

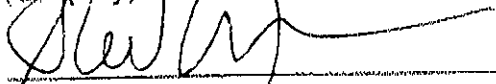


CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Evolve Technology Group

(Company)



(Authorized Signature)

Shari Conover, Director of Sales

(Representative Name, Title)

(916) 295-1595

(Phone Number)

(916) 577-1076

(Fax Number)

6/12/13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: EDD392953

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

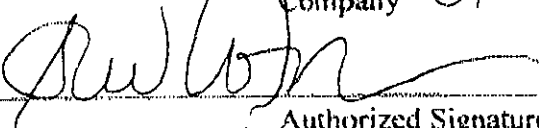
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Evolve Technology Group
 Company

 Authorized Signature
6/12/13
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
EDD392953

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR
 * Evolve Technology Group
 233 Technology Way #7
 Rocklin, CA-95765
 Attn: Anthony Lange
 (916) 295-1563

SHIP TO
 DEPARTMENT OF EDUCATION
 BUILDING 6
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0330

DATE PRINTED
05/30/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
1.				TO PROVIDE ANSWERS TO QUESTIONS RECEIVED.		
2.				TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE RETURNED WITH YOUR BID. FAILURE TO RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 1		

SIGNATURE		TELEPHONE	(916) 295-1595	DATE	6/12/13
TITLE	Director of Sales	FEIN	94-3313377	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: EDD392953

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide answers to questions received.
2. To provide the addendum acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

EDD392953

Questions & Responses

1Q.	Do they require 10g interfaces on the filtering appliances?
1R.	No. It is not required that each appliance/server have 10Gbps interfaces. The solution must support 10Gbps of total bandwidth, which is the total bandwidth at each POP. All traffic should not pass through the appliance(s)/server(s) – only web requests pass through the filtering device(s). Therefore the solution must be capable of supporting filtering of 10Gbps total bandwidth. This can be accomplished with a single device with a 10Gbps interface or with multiple devices with smaller interfaces which collectively support the total required bandwidth.
2Q.	Do they require anti-malware scanning as part of the filtering solution?
2R.	No
3Q.	Do they have load balancers at their two POPs?
3R.	No
4Q.	How is their current solution deployed? Inline, proxy, wccp?
4R.	Inline with multiple devices handling requests via round-robin routing.
5Q.	Existing Internet Filtering and Reporting Solutions in place now?
5R.	Netsweeper is the vendor currently providing a filtering solution installed on equipment outlined in Section 1 – Current Environment.
6Q.	Are there any addendums to date for this RFQ?
6R.	No, as of today, May 28, 2013.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD392953

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Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

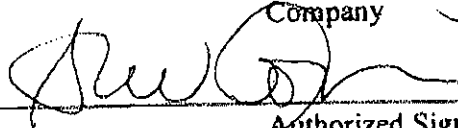
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Evolve Technology Group
Company


Authorized Signature

6/12/13
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/9/2012